



REQUEST FOR QUOTATION

RFQ# HQ856163

ARIZONA DEPARTMENT
OF HEALTH SERVICES
1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

Quotations are due by 3:00 P.M., P.S.T.
October 5th, 2007

Date: September 21, 2007

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting <http://www.azspo.az.gov/PoliciesDocuments/terms/UIOV7.pdf> for the Instructions, and <http://www.azspo.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts, including a small business affiliate. By signing this form, the Offeror self certifies that it is a small business as defined above.

LOCATION: Preventative Health Services
150 N. 18th Avenue, Ste 300
Phoenix, Arizona 85007

Procurement Specialist: Cynthia Daugherty
Phone: (602) 542-2942 Fax (602) 542-1741
Email: daughec@azdhs.gov

VENDOR QUOTATION

	DESCRIPTION OF SERVICE	HOURLY RATE
1	Physical Activity Class Instructor – Hourly rate to include all expenses of providing services (e.g., phone, postage)	
	Travel-related expenditures are payable per state guidelines and must be submitted for reimbursement using a Travel Reimbursement Form for Non-State Employees.	N/A

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	ZIP Code	Phone No.	Fax No.
<hr/>						
Signature		Date		Typed Name and Title		

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars in gross receipts.

Procurement Administrator: _____

Date: _____

SPECIAL TERMS & CONDITIONS

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1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for a physical activity class instructor as listed herein.

2. TERM OF CONTRACT

The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year unless terminated, canceled, or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS

The Department may, by mutual written Contract amendment, extend any resultant contract for periods of up to one (1) year for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE

☒ Fixed Price

5. LICENSES

The Contractor shall maintain in current status, all certifications, and federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. At contract award, Contractor shall furnish proof if requested by the Agency.

6. INFORMATION DISCLOSURE

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

7. PRICE INCREASE/PRICE DECREASE

Contractor prices accepted and subsequently awarded by a contract in response to this RFQ shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. The Office of Procurement will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment.

Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

8. MULTIPLE AWARDS

In order to assure that any ensuing contracts will allow the State to fulfill current and future requirements, the State reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the State. The fact that the State may make multiple awards should be taken into consideration by each potential contractor.

9. VENDOR PERFORMANCE REPORTS

ITS management shall document vendor performance, both exemplary and needing improvements where

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corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Contract Manager for approval of the plan.

10. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$500,000
• Personal and Advertising Injury	\$500,000
• Blanket Contractual Liability – Written and Oral	\$500,000
• Fire Legal Liability	\$25,000
• Each Occurrence	\$500,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000

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Disease – Policy Limit

\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):**

Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Pledge to Protect Confidential Information (Confidentiality Statement) and to abide by the statements addressing the creation, use and disclosure of Confidential Information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job-related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer of other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

12. **RECORDS:**

Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes Section 35-214 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the auditor general, the attorney general, and the department of health services, procurement office or any agency doing business under this Contract.

13. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. All services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

14. **FEDERAL IMMIGRATION AND NATIONALITY ACT:**

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

SCOPE OF SERVICES

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BACKGROUND

The Arizona Department of Health Services (ADHS) Public Health Prevention (PHP) is a vital component of the ADHS Division of Public Health Services. Public Health Prevention provides essential public health services to Arizona families. The employees of the ADHS need health prevention benefits as well and thus the Employee Wellness Program was established in 2003 for the purpose of offering employees of the ADHS the opportunity to improve their health through on site seminars that inform employees about illnesses or health issues that may be effecting their lives and physical activity classes to improve the overall quality of health.

OBJECTIVE

Secure a class instructor to provide two (2) physical activity classes each week to the employees of the ADHS for the benefit of improved health.

SCOPE OF SERVICE

Classes may include but are not limited to; Stretch and Tone, Yoga, Pilates, Zumba and Abs and Glutes.

The Contractor shall:

- A. Have a primary class instructor to provide two (2) 30-minute no-impact or low-impact physical activity classes each week at 1740 W. Adams in Phoenix, Arizona.
- B. Have the classes take place at the same time each day between 11:00 AM-12:30 PM.
- C. Offer the classes two (2) different business days each week, not to be consecutive days, (ie: Tuesday and Thursday or Tuesday and Friday).
- D. Have a substitute instructor come lead the class if primary instructor is not available.

REQUIREMENTS

The Contractor shall:

- A. Have the instructor be punctual for each class and allow the necessary amount of time for preparation.
- B. Assure that the primary instructor, as well as any substitutes, fulfills its duties and responsibilities under the Contract.
- C. Bill the ADHS on a monthly basis.
- D. Instructor must be certified by one or more of the following:
 - 1. American College of Sports Medicine (ACSM)
 - 2. American Council on Exercise (ACE)
 - 3. The Cooper Institute
 - 4. National Academy of Sports Medicine (NASM)
 - 5. National Council on Strength and Fitness (NCSF)
 - 6. National Exercise Trainers Association (NETA)
 - 7. National Federation of Professional Trainers (NFPT)
 - 8. National Strength and Conditioning Association (NSCA) Certification Commission

STATE PROVIDED ITEMS

ADHS shall provide associated equipment (ie: mats, light hand-held weights, balls, bands, ect).

NOTICES, CORRESPONDENCE, AND REPORTS

Notices, correspondence, reports and invoices/Contractor Expenditure Reports (CERs) from the Contractor to ADHS shall be sent to:

SCOPE OF WORK

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Carol Vack
Preventative Health Services
Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, AZ 85007
Phone (602) 542-7395
Fax (602) 542-1265

Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

Payments from ADHS to the Contractor shall be sent to:

(Only use this section if address is different from above.)

Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____

	CERTIFICATE OF INSURANCE		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams Street Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX	
	Request for Quote No.: HQ856163 <i>EXAMPLE</i>			
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS				
NAME AND ADDRESS OF INSURANCE AGENCY		COMPANY LETTER <u> </u> COMPANIES AFFORDING COVERAGE		
NAME AND ADDRESS OF INSURED		A B C D		
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time				
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE
	<input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input type="checkbox"/> PREMISES OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE) <input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)			General Aggregate \$ 1,000,000 Product-Completed Operations Aggregate \$ 500,000 Person and Advertising Injury \$ 500,000 Blanket Contractual Liability – written and oral \$ 500,000
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)			Bodily Injury – each person \$ 500,000 Bodily injury – each accident \$ 500,000 Property Damage \$ 500,000
	<input type="checkbox"/> UMBRELLA LIABILITY			
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			Each accident \$ 100,000 Disease – each employee \$ 100,000 Disease – Policy Limit \$ 100,000
	<input type="checkbox"/> OTHER			
State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.		It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER		DATE ISSUED _____		

